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December 17, 2002

TN REGULATORY AUTHORITY
DOCKET ROOM

The Honorable Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

DOCKET NO.

02-01318

RE: Interconnection Amendment – Verizon & Frontier

Dear Chairman Kyle:

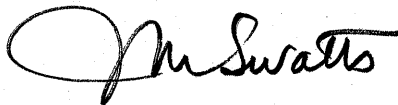
Enclosed for TRA approval are an original and 14 copies of Amendment Two to an Interconnection and Traffic Interchange Agreement for Cellular and other 2-Way Mobile Radio Services between Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee and Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless.

A check for fifty dollars (\$50.00) to cover this filing fee is enclosed.

Please stamp as "Received" the additional copy and return in the enclosed envelope.

If you have any questions, please call me at 304-325-1216.

Sincerely,



J. Michael Swatts
State Government Affairs Director

Enclosures

ck#56601932 50.00
PAID
12/20/02

**AMENDMENT TWO TO THE
INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT
FOR CELLULAR AND OTHER 2-WAY MOBILE RADION SERVICES**

This Amendment Two to the Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Radio Services ("Agreement") between those divisions and/or subsidiaries of Citizens Telecommunications Company of Tennessee, LLC. d/b/a Frontier Communications of Tennessee, LLC (referred to as "Citizens") and GTE Mobilnet of Tennessee d/b/a Verizon Wireless Cellular ("Carrier") is made on this 9th. day of October, 2002. Citizens and Carrier are referred to herein collectively as the "Parties".

Citizens and Carrier entered into the Agreement on 12/02/97

Citizens and Carrier desire to amend the Agreement.

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Title Page of the Agreement - Change the Legal name to read as follows:
Interconnection and Traffic Interchange Agreement for Cellular and other 2-Way Mobile Radio Services between Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee, LLC and Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless
2. Change Service Attachment Type 1 to Type 2B Service Attachment in Martin, Tennessee
3. Add Type 2B Service Attachment in Dresden, Tennessee
4. Add Type 2B Service Attachment in Sharon, Tennessee
5. Change Type 2B definition to read as follows:

TYPE 2B INTERCONNECTION - A direct, two way trunk group between Carrier's MSO and a Citizens End Office, with overflow Traffic touted over an associated Type 2A Interconnection a Citizens Access Tandem. Type 2B service can also provide routing of Carrier-originated Traffic to Feature Group A trunks or Type 1 Interconnection numbers residing within the Citizens End Office switch. Type 2B Interconnection is technically defined in Telcordia Reference GR-145-CORE, as amended from time to time.

All other terms and conditions of the Agreement will remain in full force and effect.

For Verizon Wireless Tennessee Partnership
d/b/a Verizon Wireless

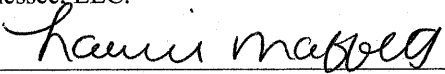
By: 

Typed: Anthony J. Melone

Title: Vice President - Network Operations Support

Date: 10/31/02

For Citizens Telecommunications Company of
Tennessee, LLC. d/b/a Frontier Communications of
Tennessee, LLC.

By: 

Typed: LAURIE MAFFETT

Title: V.P. REGULATORY & CARRIER SVCS.

Date: 11/18/02

SERVICE ATTACHMENT - TYPE 2B

Section 1 - Description

Citizens' interconnection location: Martin, Tennessee
MARTTNXADSO

Carrier's interconnection location: Martin, Tennessee
OCN : 6673

Point of Interconnection (POI): MARTTNAD1MD
NPA 731 NXX 514

Legal Entities: Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless
Citizens Telecommunications Company of Tennessee, LLC d/b/a
Frontier Communications of Tennessee, LLC

Effective Date: First Business Day After State Approval

Section 2 - Usage Sensitive Charges

2.1 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged Between The Parties:

The land-to-mobile originating rate is limited in application to Land-to-Mobile (Originating) calls that originate in the Citizens Local Calling Area at the Point of Interconnection. The mobile-to-land terminating rate is limited in application to Mobile-to-Land (Terminating) calls that terminate at a point within a Citizens Exchange Area and originates within the MTA. All other traffic is subject to access rates.

When measurement capabilities are not available in a Citizens' end office or access tandem, the following assumed minutes of use figures will apply to charges for reciprocal compensation for traffic exchanged between Parties in both the MOBILE-TO-LAND DIRECTION and the LAND-TO-MOBILE. Each Party agrees each DSO will equal 5,000 assumed minutes of use per month for each voice grade connecting circuit. For example, based on the Traffic Factors above: If we have (24) DSOs or (1) DS1, Citizens would bill Carrier for 3,750 minutes per month for each DSO and Carrier would bill Frontier for 1,250 minutes per month for each DSO (90,000 and 30,000 respectively for a DS1).

Carrier shall assume 75% ownership of the assumed minutes and Citizens shall assume 25% ownership of the assumed minutes (i.e., the ratio of Mobile to Land traffic is 75/25) for those Citizens End Offices identified in writing to Carrier.

The rates in this Section 2 constitute compensation to the Parties for both the transport and termination of local traffic interchanged between them.

2.2	Mobile-to-Land (Terminating) per minute*	<u>\$0.0112</u>
	Land-to-Mobile (Carrier charges Citizens) per minute	<u>\$0.0112</u>
	Wireline to Wireline (Land to Land)	Bill and Keep
	Non-MTA**	Access rates apply

*limited in application to calls originating on Carrier's system within its Service Area and terminating at a point in a Citizens exchange area within the MTA

**applicable to mobile-to-land (terminating) calls terminating at a point in a Citizens exchange area but which did not originate on Carrier's system within MTA.

Land to Mobile calls originated by Citizens subscriber (All calls are defined by NXX of calling and called Parties):

- a) Local calls as defined by Citizens tariff within Citizens ILEC territory - reciprocal compensation applies.
- b) EAS calls as defined by Citizens tariff - reciprocal compensation applies.
- c) Where call is handled by a presubscribed carrier - calls will be routed to the appropriate carrier and reciprocal compensation would not apply.

Mobile to Land calls originated by Carrier, where call terminates to Citizens subscriber (All calls are defined by NXX of calling and called Parties):

- a) Local calls within Citizens territory - reciprocal compensation applies.
- b) EAS calls - reciprocal compensation applies.
- c) All other intra-MTA calls terminating to Citizens subscriber - reciprocal compensation applies.
- d) Inter-MTA calls will be sent over separate trunk groups which will be subject to access charges, or will be sent via inter-exchange carrier.

Section 3 - Network Facilities

If Citizens is requested to provide facilities between the Point of Interconnection and any Carrier facilities or locations within Citizens Service Area, such facilities will be provided pursuant to the special access services' provisions of Citizens FCC #1 Tariff, Section 7. The tariff rates for such facilities are subject to change during the term of this Agreement as such tariff rates and provisions may be amended from time to time.

Section 4 - Traffic Factors

Mobile-To-Land Traffic Factor	75%
Land-To-Mobile Traffic Factor	25%

SERVICE ATTACHMENT - TYPE 2B

Section 1 - Description

Citizens' interconnection location: Sharon, Tennessee
SHRNTNXADSO

Carrier's interconnection location: Sharon, Tennessee
OCN : 6673

Point of Interconnection (POI): SHRNTNXA0MD

NPA 731 NXX 514

Legal Entities: Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless
Citizens Telecommunications Company of Tennessee, LLC. d/b/a
Frontier Communications of Tennessee, LLC

Effective Date: First Business Day After State Approval

Section 2 - Usage Sensitive Charges

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When measurement capabilities are not available in a Citizens' end office or access tandem, the following assumed minutes of use figures will apply to charges for reciprocal compensation for traffic exchanged between Parties in both the MOBILE-TO-LAND DIRECTION and the LAND-TO-MOBILE. Each Party agrees each DSO will equal 5,000 assumed minutes of use per month for each voice grade connecting circuit. For example, based on the Traffic Factors above: If we have (24) DSOs or (1) DS1, Citizens would bill Carrier for 3,750 minutes per month for each DSO and Carrier would bill Frontier for 1,250 minutes per month for each DSO (90,000 and 30,000 respectively for a DS1).

Carrier shall assume 75% ownership of the assumed minutes and Citizens shall assume 25% ownership of the assumed minutes (i.e., the ratio of Mobile to Land traffic is 75/25) for those Citizens End Offices identified in writing to Carrier.

The rates in this Section 2 constitute compensation to the Parties for both the transport and termination of local traffic interchanged between them.

2.2 Mobile-to-Land (Terminating) per minute*	<u>\$0.0112</u>
Land-to-Mobile (Customer charges Citizens) per minute	<u>\$0.0112</u>
Wireline to Wireline (Land to Land)	Bill and Keep
Non-MTA**	Access rates apply

*limited in application to calls originating on Carrier's system within its Service Area and terminating at a point in a Citizens exchange area within the MTA

**applicable to mobile-to-land (terminating) calls terminating at a point in a Citizens exchange area but which did not originate on Carrier's system within the MTA.

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Section 4 – Traffic Factors

Mobile-To-Land Traffic Factor	75%
Land-To-Mobile Traffic Factor	25%

SERVICE ATTACHMENT - TYPE 2B

Section 1 - Description

Citizens' interconnection location: Dresden, Tennessee
DRSDTNXADSO

Carrier's interconnection location: Dresden, Tennessee
OCN : 6673

Point of Interconnection (POI): DRSDTNXA0MD
NPA 731 NXX 514

Legal Entities: Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless
Citizens Telecommunications Company of Tennessee, LLC d/b/a
Frontier Communications of Tennessee, LLC

Effective Date: First Business Day After State Approval

Section 2 - Usage Sensitive Charges

2.1 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged Between The Parties:

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Non-MTA**

Access rates apply

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Section 4 – Traffic Factors

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Land-To-Mobile Traffic Factor	25%